


To: The Honorable Mayor and City Council

From: Aleem Ghany, Public Works Director 

Date: January 28, 2014

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND KING ENGINEERING ASSOCIATES, INC., AS THE CONSULTANT FOR THE PROVISION OF WATER RESOURCE/WATER SUPPLY ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND GRANT ASSISTANCE FOR THE ARCH CREEK NORTH/ARCH CREEK SOUTH DRAINAGE BASINS IMPROVEMENT PROJECT TO MITIGATE FLOODING WITHIN THE AREA BOUNDED ON THE NORTH-SIDE BY NORTHEAST 135TH STREET, ON THE SOUTH-SIDE BY NORTHEAST 126TH STREET, ON THE WEST-SIDE BY WEST DIXIE HIGHWAY, AND ON THE EAST-SIDE BY ARCH CREEK ROAD, IN ACCORDANCE WITH REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT EXCEED ONE HUNDRED NINETY NINE THOUSAND NINE HUNDRED FIFTY TWO DOLLARS (\$199,952.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting the Mayor and Council to authorize the manager to execute an agreement and issue a purchase order in the amount of \$199, 952.00 to King Engineering Associates, Inc for consulting services for Arch Creek North / Arch Creek South Drainage Basins.

BACKGROUND

Staff is utilizing RFP 38-09-10 for Architectural and Engineering Services (Water Resources / Water Supply Engineering). King Engineering is the next qualified vendor from the rotation list.

Page 2

RFP 38-09-10

Water Resources / Water Supply Engineering

This project consists of the consultant assessing and analyzing the Arch Creek North / Arch Creek South Drainage basins from NE 135th St (North), NE 126th St (South), West Dixie Hwy (West), and Arch Creek Road (East). According to the 2012 Storm Water Master Plan there were several areas within the Arch Creek North / Arch Creek South Drainage Basins that had experienced flooding and did not meet the 5 year Level of Service.

The consultant's purpose is to provide a design that alleviates the flooding within the corridor. The consultant will prepare and submit an application package for the FDEP TMDL Water Quality Restoration Grant in order to assist the City in securing funding for the construction of the storm water upgrades developed under this scope of work.

Attachments

Resolution

Contract

Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND KING ENGINEERING ASSOCIATES, INC., AS THE CONSULTANT FOR THE PROVISION OF WATER RESOURCE/WATER SUPPLY ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND GRANT ASSISTANCE FOR THE ARCH CREEK NORTH/ARCH CREEK SOUTH DRAINAGE BASINS IMPROVEMENT PROJECT TO MITIGATE FLOODING WITHIN THE AREA BOUNDED ON THE NORTH-SIDE BY NORTHEAST 135TH STREET, ON THE SOUTH-SIDE BY NORTHEAST 126TH STREET, ON THE WEST-SIDE BY WEST DIXIE HIGHWAY, AND ON THE EAST-SIDE BY ARCH CREEK ROAD, IN ACCORDANCE WITH REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT EXCEED ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$199,952.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on June 3, 2010, the City of North Miami ("City") advertised *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing as-needed, when needed basis, the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Engineering Services; and

WHEREAS, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, King Engineering Associates, Inc. ("Consultant") submitted its sealed qualifications for the provision of professional Water Resource/Water Supply Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. R-2010-88, approving the selection of Consultant for Water Resource/Water Supply Engineering Services; and

WHEREAS, the City is responsible for the repair and maintenance of its water and sewer systems and where possible, to alleviate or mitigate the hazards of flooding to an acceptable 5-year Level of Service in accordance with the 2011 Stormwater Master Plan; and

WHEREAS, the City is in need of professional Water Resource/Water Supply Engineering Services for the design, permitting and grant assistance for the Arch Creek North and Arch Creek South Drainage Basins Improvements to mitigate flooding within the area bounded on the north-side by Northeast 135th Street, on the south-side by Northeast 126th Street, on the west-side by West Dixie Highway, and on the east-side by Arch Creek Road; and

WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to execute an agreement, in substantially the attached form, in order to commence Services accordingly.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an agreement, in substantially the attached form, between the City of North Miami and King Engineering Associates, Inc., as the Consultant for the provision of Water Resource/Water Supply Engineering Services for the design, permitting and grant assistance for the Arch Creek North/Arch Creek South Drainage Basins improvement project to mitigate flooding within the area bounded on the north-side by Northeast 135th Street, on the south-side by Northeast 126th Street, on the west-side by West Dixie Highway, and on the east-side by Arch Creek Road, in accordance with Request for Qualifications No. 38-09-10 Continuing Professional Architectural and Engineering Services, in the amount not exceed One Hundred Ninety-Nine Thousand Nine Hundred Fifty-Two Dollars (\$199,952.00).

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the
City of North Miami, Florida, this _____ day of _____, 2014.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT**

(RFQ #38-09-10; Water Resource/Water Supply Engineering #000176/ Work Order #10)

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2014, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **King Engineering Associates, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 4921 Memorial Highway, Suite 300, Tampa, FL 33634 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on June 3, 2010, the City of North Miami ("City") advertised *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing as-needed, when needed basis, the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Engineering Services; and

WHEREAS, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Water Resource/Water Supply Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Consultant for the provision of Water Resource/Water Supply Engineering Services; and

WHEREAS, the City is in need of professional Water Resource/Water Supply Engineering Services for the design, permitting and grant assistance for the Arch Creek North/Arch Creek South Drainage Basins Improvements to mitigate flooding within the area bounded on the north-side by Northeast 135th Street, on the south-side by Northeast 126th Street, on the west-side by West Dixie Highway, and on the east-side by Arch Creek Road, as more particularly described in the Contract Documents contained herein ("Services"); and

WHEREAS, on _____, _____, 2014, the Mayor and City Council passed and adopted Resolution Number R-2014-____, authorizing the City Manager to enter into this Agreement with Contractor for the provision of Services, as beneficial to the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications No. 38-09-10, Continuing Professional Architectural and Engineering Services*, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Consultant's Scope of Work and fee proposal with corresponding Exhibits for Water Resource/Water Supply Engineering Services, dated October 14, 2013 ("Proposal"), attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall a period of two (2) years from the date entered above, unless terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the time for performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid an amount not to exceed One Hundred Ninety Nine Thousand Nine Hundred Fifty Two Dollars (\$199,952.00) as full compensation for Services, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall

be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: King Engineering Associates, Inc.
4921 Memorial Highway
Suite 300
Tampa, FL, 33634
Phone: () -
Fax: () -

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

King Engineering Associates, Inc., a Florida for-profit corporation:
"Consultant"

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal Corporation:
"City"

By: _____
Michael A. Etienne
City Clerk

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

City of North Miami

Project No. XX

Design and Permitting for the Arch Creek North/Arch Creek South Drainage Improvements

SCOPE OF WORK

October 14, 2013

City of North Miami
Public Works Department
776 NE 125th Street
North Miami, FL 33161



Prepared By:

King
ENGINEERING ASSOCIATES, INC.

8600 NW 53RD TERRACE
SUITE 201,
DORAL, FL 33166

Phone: (305) 392-9979

Table of Contents

INTRODUCTION	3
DESCRIPTION OF SERVICES	3
100 PROJECT COORDINATION AND PROGRESS MEETINGS	4
200 ESTABLISH LOCATIONS OF CATCH BASINS AND TRENCHES	4
300 GEOTECHNICAL	5
400 SURVEY	5
500 DESIGN	5
600 PERMITTING	7
700 BIDDING SUPPORT	7
800 GRANT ASSISTANCE	7
COMPENSATION	7
INVOICING	8
SCHEDULE OF DELIVERABLES	8

City of North Miami

Project No. XX

Design and Permitting for the Arch Creek North/Arch Creek South Drainage Improvements

SCOPE OF WORK

INTRODUCTION

The City of North Miami (City) has selected King Engineering Associates, Inc. (King) to provide engineering services for the design, permitting and grant assistance for drainage improvements in the Arch Creek North/Arch Creek South problem area, as identified in the 2011 Stormwater Master Plan Update prepared by CDM. These services will be performed under City/King's General Engineering Consultant Services - City Project No. XX.

The Arch Creek North/Arch Creek South area is located in the eastern portion of the City and is generally bounded by NE 135th Street (north), NE 126th Street (south), West Dixie Highway (west) and Arch Creek Road (east) and consists of mostly commercial and residential development. This scope of work includes improvements for the portion of Arch Creek North/Arch Creek South that falls south of NE 135th Street.

Model results detailed in the 2011 Stormwater Master Plan Update identify six locations within the Arch Creek North/Arch Creek South that did not meet the 5-year level of service, of which three fall within the boundaries of this scope of work:

- 0.8 feet of flooding at NE 127th Street west of NE 12th Avenue
- 0.8 feet of flooding at NE 13th Avenue north of NE 134th Street
- 1.5 feet of flooding at NE 132nd Street west of NE 14th Avenue

The Stormwater Master Plan Update proposes 18,720 LF of 18-inch exfiltration trench to alleviate the flooding. Exhibit 1 shows the project limits.

DESCRIPTION OF SERVICES

King will provide Professional Engineering Services including analysis, design, specifications, bidding documents, cost estimates, permitting, bidding assistance and grant assistance for the implementation of drainage improvements in the Arch Creek North/Arch Creek South Problem Area. Drainage improvements are intended for local roads and do not include work on Miami-Dade County or Florida Department of Transportation right-of-ways. King will coordinate closely with the City in establishing the location of catch basins and exfiltration trenches to address the known problem areas within the study area.

Exfiltration trenches will be designed as identified in the Stormwater Master Plan Update to meet Miami-Dade Regulatory and Economic Resources (RER) requirements. Stormwater treatment to satisfy permitting requirements will be provided by using baffles at catch basins to

retain water in the trenches. Bidding documents and specifications will be developed together with an opinion of probable construction cost. King will also provide assistance during bidding.

Additionally, King will provide grant assistance to the City to obtain funding for the construction of the project through the Florida Department of Environmental Protection's (FDEP) TMDL Water Quality Restoration Grant.

The scope of work has been divided into several tasks, as shown below:

Subtask	Description
100	Project Coordination and Progress Meetings
200	Establish Locations of Catch Basins and Trenches
300	Geotechnical
400	Survey
500	Design
600	Permitting
700	Bidding Support
800	Grant Assistance

100 PROJECT COORDINATION AND PROGRESS MEETINGS

King will provide overall project management and coordination throughout the duration of the project, as follows:

- Kick-off meeting
- Monitor the project schedule and budget on a regular basis
- Coordinate activities of the project team and sub-consultants.
- Provide quality assurance and quality control.
- Attendance at 3 design review meetings at key project milestones and prepare brief meeting summary, as follows:
 - Establish Locations of Catch Basins and Trenches
 - 30% Design Review
 - 90% Draft Design Review Meeting

200 ESTABLISH LOCATIONS OF CATCH BASINS AND TRENCHES

The objective of this task is to identify the location of proposed catch basins and exfiltration trenches in close coordination with City staff prior to commencing geotechnical exploration and surveying. King will rely on existing information on topography, aeriels, soil reports, and the City's GIS showing the locations of existing drainage, water, sewer utilities.

King will prepare exfiltration trench calculations per RER requirements to meet a 5-year level of service. The calculations will include design storm, contributing area, October design water table, elevations, hydraulic conductivity, and design curves. Existing data on open-hole tests

and previous geotechnical data reports provided by the City will be combined with geotechnical data obtained under this scope of work to estimate hydraulic conductivity for the study area.

An aerial map of the study will be prepared showing the low lying areas, topography, existing utility infrastructure (water, sewer, and drainage), drainage basins, and proposed locations for catch basins and exfiltration trenches. At least two site visits will be conducted, preferably after a substantial rain storm, to verify the selected catch basin locations. One of the site visits will be coordinated with City staff to assist in identifying known areas subject to ponding.

A meeting will be held with the City to review the proposed drainage improvements and finalize their locations prior to initializing survey and geotechnical activities. In addition, King will also finalize the location of the proposed geotechnical borings at this meeting.

300 GEOTECHNICAL

King will provide oversight and coordination for subcontractor to provide geotechnical exploration services and prepare a geotechnical report of the study area. The City has previously conducted several constant head open hole tests to establish the hydraulic conductivity of the soils within the study area for the purpose of designing exfiltration trenches. The reports show a fairly consistent soil profile as well as fairly consistent values of hydraulic conductivity within the study area. On that basis, the geotechnical exploration proposed for this design will consist of up to eight standard penetration test (SPT) borings and three constant head open hole tests. Boring locations will be established in close coordination with the City.

400 SURVEY

King will request a design ticket to identify existing utilities in the project area and provide ROW surveying services. Responsibilities include collecting data on road rights-of-way (ROW); above ground utilities; surface features within the ROW; road ROW cross sections on 50' centers; above ground features and markings of underground utilities; storm system and gravity sewer rim elevations, inverts, pipe sizes and components; top of nut elevation of valves; type/material of decorative driveways; size and type of trees greater than 4"; size/location of tree canopies that overhang the ROW aeriels (if required by the City); and benchmarks. Datum will be NAVD.

500 DESIGN

King will develop drawings and specifications for the various components of the project including storm sewers, catch basins, exfiltration trenches, pre-treatment system (baffles), as well as restoration details for approximately 19,000 LF of 18-inch exfiltration trench as outlined in the Stormwater Master Plan Update. Plan sheets will be prepared at a 1:30 scale, NAVD datum. Miami-Dade County standard specifications will serve as a basis for this project.

King will review the City's standard contract (front-end) documents in Word format and make appropriate modifications to adapt the document to this specific project including bid form, pay items, and estimated quantities. Technical specifications will be likewise adapted to the project by incorporating scope of work, special procedures, sequence of construction, and measurement and payment.

King will prepare the following design submittals for the City's review and comment:

- 30% Design – prepare drawings showing the locations of catch basins and the horizontal alignment of exfiltration trenches. One set of half size drawings and one electronic (pdf) copy of drawings will be furnished to the City. A meeting will be held with the City to review comments, and with Miami-Dade RER to coordinate permitting and verify design approach.
- 90% Design – prepare drawings, technical specifications, and opinion of probable construction cost. One set of full size drawings and technical specifications and one electronic (pdf) copy of drawings and specifications will be furnished to the City. A meeting will be held with the City to review comments.
- 100% Design – finalize drawings, technical specifications, and opinion of probable cost to incorporate City and permitting comments. The following deliverables will be furnished to the City at the 100% Design:
 - 4 sets of 24" x 36" drawings,
 - 4 complete sets of technical specifications,
 - 1 CD with electronic (AutoCAD, Word, and Excel) versions of plans, specifications, and opinion of probable construction cost.

Following is the anticipated sheet count submittals budgeted for this project:

- General (4)
 - Cover and sheet index
 - Abbreviations and legends
 - General Notes
 - SWPPP Contractor's Certification
- Civil (45)
 - Existing Drainage Basin Map (1)
 - Overall site plan with flow arrows (1)
 - Demolition plan (1)
 - Erosion & Sedimentation Controls Plan and Details (1)
 - Paving, grading, and drainage plan sheets (16) @ 1"=30'
 - General Piping & Storm Structure Details Sheet (2)
 - Utility Conflict Sheets (6)
 - Pavement Restoration and Striping Sheets (8) @ 1"=60'
 - Maintenance of Traffic Sheets (8) @ 1"=60'
 - Miscellaneous Details (1)

Design assumptions:

- FDOT standard details will be referenced for components of the storm sewer collection system.
- All storm sewers (perforated pipe) will be HDPE.
- Only plan sheets will be provided for the storm sewer system; no profiles will be prepared.
- No work is anticipated within sovereign and submerged lands.
- Up to 20 utility locates budgeted for this effort.
- 100% Design Plans will be completed after obtaining permit.

- No provisions have been made in this scope of work for dealing with contaminated soils or groundwater in the study area.

600 PERMITTING

King will submit plans and drainage calculations to Miami-Dade Regulatory and Economic Resources (RER) for approval. King will respond to reasonable comments and requests for additional information.

Permitting assumptions:

- No other permits required
- City of North Miami will pay all permitting fees directly.
- Contractor is responsible for submitting FDEP's Notice of Intent for Stormwater Discharges Associated with Construction, any City's Building Department permits or registrations, the SWPPP, and the FDEP Generic Permit for Non-Contaminated Produced Groundwater (dewatering permit), as required.

700 BIDDING SUPPORT

King Engineering will provide bidding support services to the City including attending the pre-bid meeting, issuing meeting minutes, answering RFI's, reviewing bids, preparing bid tabulation sheet, check references for the three lowest bidders, and issue letter with recommendation of contract award to the lowest responsive and responsible bidder.

800 GRANT ASSISTANCE

King will prepare and submit an application package for the FDEP TMDL Water Quality Restoration Grant in order to assist the City in securing funding for the construction of the stormwater upgrades developed under this scope of work. King will respond to reasonable comments and requests for additional information.

COMPENSATION

The services described herein will be performed on a lump sum fee basis as per City/King's General Engineering Consultant Services - City Project No. XX. Compensation per deliverable is shown in the following table. See Exhibit 2 for a full fee schedule.

Compensation		
Task	Task/Deliverable	Total
100	Project Coordination and Progress Meetings	\$ 9,980
200	Establish Locations of Catch Basins and Trenches	\$ 14,808
300	Geotechnical	\$ 4,880
400	Survey	\$ 48,084
500	Design	\$ 102,848
600	Permitting	\$ 5,596
700	Bidding Support	\$ 4,220
800	Grant Assistance	\$ 9,536
TOTAL		\$ 199,952

INVOICING

Invoices shall be submitted monthly to the City of North Miami, Attn: Mr. Aleem A. Ghany, PE Public Works Director, Public Works Department, 776 NE 125th Street, North Miami, Florida 33161, for work performed. Invoices will be submitted monthly based on the percentage of the work shown to be completed in the Monthly Progress Report for each individual deliverable.

SCHEDULE OF DELIVERABLES

Deliverables will be submitted in accordance with the attached deliverable schedule. City review times are indicated on the schedule.

Schedule of Deliverables	
Deliverable/Event	Due Date (Weeks from NTP)
Kickoff Meeting	1
Establish Locations of Catch Basins & Trenches	8
Geotechnical	14
Survey	16
30% Design Submittal	35
City Comments at 30% Design Review Meeting	37
90% Design Submittal	46
City Provides Review Comments on 90% Submittal	48
Submit Permit Application to RER	50
100% Design Submittal	54
Submit Grant Application to FDEP	54

Exhibit 1 – Project Limits



Exhibit 2 – Fee Schedule

City of North Miami
Design and Permitting for the Arch Creek North/Arch Creek South Drainage Improvements
Proposal Fee Schedule
Exhibit 2

TASK	DESCRIPTION	Labor Rates (\$/hr)						Budget				
		Principal \$225.00	Project Manager \$160.00	Senior Engineer / Survey Manager \$130.00	Engineer / Survey Crew \$105.00	Designer / Senior Survey Tech \$80.00	Clerical / Junior Survey Tech \$54.00	Total Hours	Labor	Sub- Consultants	ODCs	Subtotal
100	Project Coordination and Progress Meetings	24	28	0	0	0	0	52	\$9,880	\$0	\$100	\$9,980
	Project Coordination		16									
	QA/QC	24										
	Meetings and Summaries		12								\$100	
200	Establish Locations of Catch Basins & Trenches	0	7	28	48	52	12	147	\$14,608	\$0	\$200	\$14,808
	Data Compilation/Review		1	4	8	12	12				\$200	
	Exfiltration Trench Calculations		4	8	20							
	Proposed location of Catch Bains & Trenches		2	16	20	40						
300	Geotechnical	0	4	8	0	0	0	12	\$1,680	\$3,000	\$200	\$4,880
	Geotechnical Report		4	8						\$3,000	\$200	
400	Survey	0	5	26	216	57	116	420	\$37,684	\$9,900	\$500	\$48,084
	Utility Identification and Coordination		1	4	8	16	8					
	Topographic Survey		4	22	208	41	108				\$500	
500	Final Design	0	65	96	160	741	12	1074	\$99,608	\$2,500	\$740	\$102,848
	Walk Routes				16	16					\$40	
	Engineering Analysis and Design		6	12	16	21						
	Plan Sheets (16)		24	24	32	380					\$300	
	Utility Conflict Sheets (6)		4	8	12	140					\$100	
	Roadway Restoration and Striping Sheets (8)		4		16	32					\$100	
	Maintenance of Traffic Sheets(8)		8	12	16	64					\$100	
	Technical Specs		12	24	32	40	12				\$100	
	Utility Locates (20)		4	8						\$2,500		
	90% Opinion of Probable Cost		2	4	12	24						
	100% Opinion of Probable Cost		1	4	8	24						
600	Permitting	0	2	4	32	0	24	62	\$5,496		\$100	\$5,596
	Miami-Dade Regulatory and Economic Resources		2	4	32		24				\$100	
700	Bidding Assistance	0	10	0	24	0	0	34	\$4,120		\$100	\$4,220
	Pre-Bid Meeting, RFI's, minutes		4		12							
	Bid review, tabulation, and check references		4		8							
	Letter of recommendation		2		4							
800	TMDL Grant Assistance	0	4	6	64	0	24	98	\$9,436		\$100	\$9,536
	FDEP Grant Application		4	6	64		24				\$100	
	TOTAL	24	125	168	544	850	188	1899	\$182,512	\$18,400	\$2,240	\$199,952